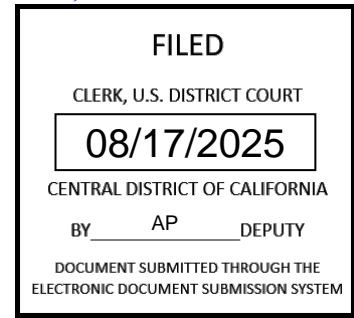


Date: August 14, 2025



Kevin: Realworldfare (*formerly Kevin: Walker*)
Care of: 30650 Rancho California Road #406-251
Temecula, California [92591]
non-domestic without the United States
Email: team@walkernovagroup.com

***Plaintiff, Real Party In Interest, Secured Party,
Injured Party***

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Kevin: Walker,
Plaintiff/Real Party In Interest,

vs.

**Chad Bianco, Steven Arthur Sherman,
Gregory D Eastwood, Robert C V
Bowman, George Reyes, William Pratt,
Robert Gell, Nicholas Gruwell, Joseph
Sinz, Michael Hestrin, Miranda
Thomson,
RIVERSIDE COUNTY SHERIFF, THE
PEOPLE OF THE STATE OF
CALIFORNIA, SOUTHWEST JUSTICE
CENTER, FERGUSON PRAET &
SHERMAN A PROFESSIONAL
CORPORATION, Does 1-100 Inclusive**
Defendant(s).

Case No. 5:25-cv-00646-WLH-MAA
**VERIFIED NOTICE OF JUDICIAL
DEFAULT AND DISHONOR ON
PENDING MOTION, DENIAL OF DUE
PROCESS, ULTRA VIRES
OBSTRUCTION, AND DEMAND FOR
EQUITABLE RELIEF NUNC PRO TUNC
AND DEMAND FOR IMMEDIATE
RULING**

**(SPECIAL LIMITED APPEARANCE — IN
EQUITY ONLY — EQUITY JURISDICTION
PRESERVED)**

TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD:

This matter is brought in **equity**, under the original and exclusive jurisdiction of this Court as authorized by **Article III, Section 2** of the Constitution of the United States. All statutory jurisdiction is expressly denied and rebutted. This is a Court of Record. All rights are reserved without prejudice pursuant to UCC 1-308.

COMES NOW **Kevin: Realworldfare** (*formerly Kevin: Walker*), **a natural, freeborn, living man** on the land and soil of the ***De’Jure* Republic, one of the people** of the united states of America, and the **Real Party in Interest, Respondent, and Injured Party** in this matter.

Kevin proceeds *sui juris*, by ***specially limited appearing only*** in **proper private capacity**,

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1 **not** as a 14th Amendment “U.S. citizen,” **not** as a corporate “person,” **not** pro se, **not** pro
2 per, not as a “resident,” and **not** through any fictitious legal construct — but as **one of the**
3 **people, the Plaintiff, Real Party in Interest, Secured Party, and Creditor**, standing on the
4 land and soil jurisdiction of the **De Jure Republic**, without adhesion, contract, or
5 submission to any foreign corporate entity posing as government. Real Party In Interest
6 invokes invokers this Court’s **original jurisdiction in equity**, as vested under **Article III** of
7 the Constitution for the United States of America and demands adjudication according to the
8 **facts, truth, common law, the Bill of Rights**, and applicable constitutional guarantees.

9 **I. NOTICE OF EQUITABLE STANDING AND LACK OF ADEQUATE REMEDY**

- 10 1. Equity intervenes where the law fails. *Where there is no adequate remedy at law,*
11 *equity is not only appropriate but required.* Plaintiff has **no adequate remedy at**
12 **law** for the continued and compounding violations of fundamental rights,
13 including liberty, property, due process, and freedom from unlawful seizure and
14 retaliation.
- 15 2. The **Bill of Rights**—specifically the **First, Fourth, Fifth, and Fourteenth**
16 **Amendments**—stands as **supreme law** restraining all branches of government. No
17 statutory scheme or “local rule” can diminish these guarantees.
- 18 3. This Court, sitting in equity and as a Court of Record, is **bound** to uphold these rights.
19 Delay or refusal to adjudicate an emergency equitable **verified** motion and demand
20 amounts to **judicial bad faith** and **denial of due process**.

21 **II. JUDICIAL DEFAULT ON PENDING MOTION**

- 22 1. On **June 18, 2025**, Plaintiff filed a **Renewed Verified Motion and Demand to Vacate**
23 **Prior Denial of Injunctive Relief** under **FRCP 60(b)(1) and (b)(6)**. Said motion
24 explicitly and comprehensively satisfied the **Winter v. NRDC, 555 U.S. 7 (2008)**
25 factors, with sworn affidavits, un rebutted evidence, and constitutional authority
26 establishing entitlement to equitable relief.
- 27 2. The **verified** motion and demand has been on the docket for weeks, properly filed and
28 served, yet this Court has **refused to rule**. No lawful opposition or rebuttal has been

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entered by any Defendant. This silence constitutes not judicial restraint, but **judicial obstruction** and **gross dereliction of duty**.

3. Equity admits of no delay where irreparable harm is shown. “Justice delayed is justice denied.” The Court’s failure to adjudicate a verified emergency motion is the **functional equivalent of denial without hearing**, in direct violation of **FRCP 65, Article III, Section 2**, and the **Fifth and Fourteenth Amendments**.

4. In equity, “**Equity regards that as done which ought to have been done.**” By failing to act on a motion that fully satisfies the governing standard, this Court stands in **judicial default**. Such default is not procedural—it is **jurisdictional forfeiture**. A court that refuses to rule when law and equity require action ceases to sit in law and equity and instead commits **fraud upon the court**.

5. This Court’s silence while irreparable harm continues unabated is **proof of bias, complicity, and abdication of judicial responsibility**. It renders prior orders void ab initio and exposes the Court to mandamus, disqualification, and accountability under both **28 U.S.C. §§ 455, 351–364** and the **Bill of Rights**.

6. Accordingly, judicial default has attached. The pending verified motion and demand must be deemed **granted by default in equity nunc pro tunc** to the date of filing, and all relief therein demanded is enforceable as if entered by order of this Court.

III. BILL OF RIGHTS VIOLATIONS IN CONTINUING DEFAULT

1. First Amendment – Right to Petition for Redress

Plaintiff has exercised the sacred right to petition this Court for redress of grievances. Instead of adjudicating, the Court has met lawful petition with **retaliatory silence** and tacit endorsement of defendants’ unlawful acts. This is not neutrality. This is **complicity**. By refusing to rule, the Court becomes an accessory to the very retaliation complained of, chilling free speech and denying the People the right to petition their government without fear of reprisal.

2. Fourth Amendment – Security of Person and Property

Plaintiff continues to be deprived of the security of his person, property, and effects

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1 through unlawful arrests, seizures, and harassment carried out under color of law. The
2 Court's refusal to rule while such violations persist is **judicial ratification of unlawful**
3 **searches and seizures**. Such dereliction reduces this tribunal to nothing more than an
4 enabler of tyranny, abandoning the constitutional guarantee that "the right of the people
5 to be secure" shall not be violated.

6 **3. Fifth Amendment – Due Process of Law**

7 Due process is **destroyed** when a Court refuses to rule on a verified, fully supported
8 motion that is properly before it. Judicial silence in the face of constitutional claims and
9 un rebutted affidavits is not mere neglect—it is **theft of process, denial of law, and fraud**
10 **upon the court**. This Court, by standing mute, strips Plaintiff of life, liberty, and property
11 without due process, in open rebellion against the Bill of Rights it is sworn to uphold.

12 **4. Seventh Amendment – Trial by Jury**

13 The Seventh Amendment secures the right to trial by jury in civil controversies
14 exceeding twenty dollars. By obstructing Plaintiff's path to adjudication and refusing to
15 allow this controversy to proceed, this Court effectively **nullifies the Seventh**
16 **Amendment**. Judicial inaction has the same effect as denial by decree: it blocks access
17 to a jury of peers, depriving the People of their historic shield against judicial and
18 governmental abuse.

19 **5. Fourteenth Amendment – Equal Protection of the Laws**

20 This Court has applied rules and procedures with one hand to suppress Plaintiff's filings
21 while turning the other hand to indulge defendants' silence and default. This is not
22 impartiality—it is **two-tiered justice**, the very essence of unequal protection. Where the
23 Court punishes the injured party while shielding the violators, the guarantee of equal
24 protection collapses. Such selective enforcement is **arbitrary, discriminatory, and**
25 **unconstitutional on its face**.

26 **IV. EQUITABLE CONSEQUENCES OF DEFAULT**

- 27 1. The **failure of this Court to rule** on a verified emergency motion, while irreparable
28 harm compounds daily, is not a neutral omission—it is **judicial obstruction, willful**

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- 1 **misconduct, and fraud upon the court.** Such refusal to act is the very essence of
2 tyranny cloaked in robes, and it obliterates any claim this tribunal has to lawful authority.
- 3 2. **Equity suffers no wrong without a remedy.** Silence in the face of verified affidavits
4 and un rebutted motions is not caution—it is **confession**. In equity and in commerce,
5 **silence is acquiescence, and un rebutted affidavits stand as truth.** By operation of law,
6 every factual assertion and demand set forth in Plaintiff’s filings is admitted.
- 7 3. Judicial default is not merely procedural; it is **jurisdictional forfeiture**. A court that
8 refuses to rule on an emergency equitable motion ceases to function as a court of law or
9 equity, and instead descends into a forum of corruption and dishonor. **This Court, by its**
10 **silence, has confessed its bias, surrendered its legitimacy, and abandoned its oath.**
- 11 4. Accordingly, judicial default operates as **tacit admission** of the relief sought. The
12 pending Temporary Restraining Order is not “awaiting adjudication”—it is **self-**
13 **executing in equity**, and by default must be deemed **granted nunc pro tunc** to the date
14 of filing. The relief demanded is already lawfully vested, and this Court’s inaction cannot
15 strip the Plaintiff of rights secured under the Constitution and the common law.
- 16 5. In plain terms: **the Court has defaulted, the record stands un rebutted, and equity**
17 **compels judgment in Plaintiff’s favor, with all requested relief enforceable**
18 **forthwith.**

19 V. CONCLUSION

20 This Court’s continued refusal to rule on Plaintiff’s verified emergency motion is not an
21 oversight—it is **deliberate obstruction, willful dereliction of duty, and treason against**
22 **the Constitution it is sworn to uphold.** A judge who sits silent while irreparable harm
23 multiplies is not exercising discretion, but engaging in **fraud upon the court** and open
24 defiance of Article III, the Bill of Rights, and the very principles of due process and equal
25 protection.

26 In equity, **silence is confession**. By failing to rebut Plaintiff’s verified affidavits and
27 motions, this Court has admitted every material fact and every demand for relief.

28 Jurisdictional legitimacy has been forfeited. Judicial default has attached. The pending TRO

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1 is **deemed granted nunc pro tunc** to the date of filing, and all requested relief is lawfully
2 vested in the Plaintiff as a matter of right.

3 **Let the record forever reflect: this Court, by its silence, has placed itself in dishonor,**
4 **confessed bias, and revealed its complicity in ongoing constitutional violations.** Equity
5 and common law do not tolerate such betrayal. The People do not tolerate such betrayal.
6 Plaintiff stands on the **Constitution**, the **Bill of Rights**, and the **maxims of equity**, and
7 demands judgment now.

8 **Justice delayed is justice denied. Justice denied is no justice at all. This Court is in**
9 **default.**

10 **VI. EQUITABLE DEMAND**

11 1. In equity, when the law fails and rights are threatened with irreparable injury, the
12 Court has absolutely no discretion to withhold relief. Equity is not permissive—it
13 is mandatory where justice demands intervention. The controlling maxim is
14 eternal: “Equity will not suffer a wrong without a remedy.” Plaintiff has
15 demonstrated the wrongs, proven irreparable harm with specificity, and entered
16 verified affidavits that remain unrebutted and therefore stand as truth in law and
17 commerce. No lawful opposition exists, no factual dispute remains, and no
18 statutory pretext can override constitutional guarantees. The absence of remedy in
19 such a posture is not delay—it is outright denial of justice. Equity compels the
20 remedy now, and the Court’s only lawful function is to enter it..

21 2. Accordingly, Plaintiff **demand**s that this Court immediately enter judgment and relief
22 consistent with the pending Verified Motion, including but not limited to:

- 23 ○ The issuance of the **Temporary Restraining Order** and injunctive relief as prayed
24 for, deemed **granted nunc pro tunc** to the date of filing.
- 25 ○ Formal recognition on the record that Defendants, having failed to rebut verified
26 affidavits, stand in **tacit confession** and default.
- 27 ○ A declaration that continued silence or refusal to rule will be treated as **fraud, bias,**
28 **obstruction, and forfeiture of jurisdiction.**

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- 1 3. Plaintiff further places this Court on notice that **failure to comply with this equitable**
2 **demand will trigger immediate remedies outside this tribunal**, including but not
3 limited to:
- 4 ○ **Mandatory disqualification** of the presiding judge under 28 U.S.C. § 455.
 - 5 ○ **Petition for Writ of Mandamus** in the Ninth Circuit to compel adjudication and
6 vacate void orders.
 - 7 ○ **Judicial misconduct complaints** under 28 U.S.C. §§ 351–364 for obstruction and
8 violation of the Code of Conduct for United States Judges.
 - 9 ○ Invocation of the **People’s reserved rights** under the Bill of Rights, common law,
10 and equity to enforce judgment independently when the court abdicates its duty.
- 11 4. In equity, once default has attached, **relief is not a matter of judicial grace—it is a**
12 **matter of right**. This Court has already confessed default by silence; Plaintiff now
13 **demands enforcement of that default** without further delay.

14 **VII. RESERVATION OF ARTICLE III ORIGINAL JURISDICTION**

- 15 1. Without conceding jurisdiction in this inferior tribunal, Plaintiff places on record that
16 **Article III, Section 2 of the Constitution for the United States of America** vests the
17 **Supreme Court of the United States with original jurisdiction “in all Cases ... in**
18 **which a State shall be Party.”**
- 19 2. Plaintiff has named as Defendants **“The People of the State of California,” the**
20 **RIVERSIDE COUNTY SHERIFF (an arm of the State), and the SOUTHWEST**
21 **JUSTICE CENTER (a judicial arm of the State)**, thereby bringing a sovereign State
22 into controversy. This fact alone triggers the Supreme Court’s constitutional jurisdiction
23 in original, not appellate, capacity.
- 24 3. Any attempt by this District Court to continue sitting in judgment while ignoring
25 that jurisdictional mandate constitutes **ultra vires usurpation**, is beyond statutory
26 or constitutional delegation, and renders all further orders void ab initio. An
27 inferior tribunal cannot lawfully seize powers reserved exclusively to the Supreme
28 Court.

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1 **4.** Plaintiff proceeds here in equity only, reserving all rights and remedies, and asserts that
2 if this Court persists in refusal to adjudicate, Plaintiff will pursue immediate remedies,
3 including **mandamus and certification for transfer to the Supreme Court** under
4 Article III, Section 2.

5 **5. Accordingly, Plaintiff demands that this Court either (a) acknowledge its want of**
6 **jurisdiction and certify transfer to the Supreme Court of the United States, or (b)**
7 **immediately rule on the pending Verified Motion in equity.** Failure to do either shall
8 stand as conclusive evidence of bias, obstruction, and dishonor.

9 **VIII. NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL**
10 **IS NOTICE TO AGENT**

11 1. It is a controlling maxim in law, equity, and commerce that **notice to an agent is**
12 **notice to the principal, and notice to the principal is notice to the agent.** See
13 *Bank of United States v. Dandridge*, 25 U.S. (12 Wheat.) 64, 70 (1827); *Farr v.*
14 *Newman*, 14 N.Y.2d 183, 187 (1964). This doctrine binds all parties up and down
15 the chain of agency, preventing evasion, willful blindness, or compartmentalized
16 denial of knowledge.

17 2. The following named Defendants, their agents, counsel, representatives, and assigns, are
18 all **intertwined and inseparably bound by this notice:**

19 ○ **Chad Bianco, Steven Arthur Sherman, Gregory D. Eastwood, Robert C.V.**
20 **Bowman, George Reyes, William Pratt, Robert Gell, Nicholas Gruwell, Joseph**
21 **Sinz, Michael Hestrin, Miranda Thomson, RIVERSIDE COUNTY SHERIFF,**
22 **THE PEOPLE OF THE STATE OF CALIFORNIA, SOUTHWEST JUSTICE**
23 **CENTER, FERGUSON PRAET & SHERMAN, A PROFESSIONAL**
24 **CORPORATION, and DOES 1–100 Inclusive.**

25 3. Service of this Verified Notice upon any one of the above Defendants, their counsel, or
26 their authorized representatives constitutes **lawful and binding service upon them all.**
27 Each Defendant is imputed with full knowledge of this Notice, and each Defendant's
28 silence shall be taken as acquiescence and confession.

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- 1 4. Likewise, service upon counsel of record—**Ferguson Praet & Sherman, A**
2 **Professional Corporation**—is binding service upon all individual defendants they
3 represent, and upon the government entities and offices intertwined with them. Counsel
4 cannot shield Defendants from liability, nor can Defendants disclaim the knowledge of
5 their attorneys.
- 6 5. **No Defendant, counsel, or affiliated entity may later claim ignorance, lack of notice,**
7 **or separation from the others.** All are joined in privity, all are agents and principals to
8 one another, and all are bound in solidum. Notice in this matter has been perfected.
9 Silence by any is silence by all. Acquiescence by any is acquiescence by all. **The entire**
10 **body of Defendants is now in judicial and commercial default.**

11 //

12 //

13 //

14 //

15 //

16 **VERIFICATION:**

17 Pursuant to **28 U.S.C. § 1746**

18 I, Kevin: Realworldfare, over the age of 18, competent to testify, and having **firsthand knowledge**
19 of the facts stated herein, do hereby **declare, certify, verify, affirm, and state** under penalty of
20 perjury under the laws of the **United States of America**, that the foregoing statements are **true,**
21 **correct, and complete**, to the best of my **understanding, knowledge, and belief**, and made in
22 **good faith.**

23 Executed, signed, and sealed this 14th day of August in the year of Our Lord two thousand and
24 twenty five, *without* the United States.

25 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

26
27 By: Kevin: Realworldfare

Kevin: Realworldfare, Real Party In Interest,
Plaintiff, Secured Party, Injured Party

28 Page 9 of 13

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LIST OF EXHIBITS / EVIDENCE:

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
2. **Exhibit B: Hold Harmless Agreement**
3. **Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.**
4. **Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**
5. **Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.**
6. **Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON**
7. **Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.**
8. **Exhibit H: Contract Security Agreement #RF775823645US, titled: Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION.**
9. **Exhibit I: Form 3811 corresponding to Exhibit E.**
10. **Exhibit J: Form 3811 corresponding to Exhibit F.**
11. **Exhibit K: Form 3811 corresponding to Exhibit G.**
12. **Exhibit L: Form 3811 corresponding to Exhibit H.**
13. **Exhibit M: INVOICE/TRUE BILL #RIVSHERTREAS12312024**
14. **Exhibit N: Copy of 'MASTER DISCHARGE AND INDEMNITY BOND' #RF661448567US.**

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- 1 15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.
- 2 16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.
- 3 17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.
- 4 18. **Exhibit R:** Affidavit 'Right to Travel': *CANCELLATION, TERMINATION, AND*
- 5 *REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT*
- 6 *and AGREEMENT. LICENSE/BOND # B6735991*
- 7 19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.
- 8 20. **Exhibit T:** CITATION/BOND #[TE464702](#), accepted **under threat, duress, and**
- 9 **coercion.**
- 10 21. **Exhibit U:** Private Transport's PRIVATE PLATE displayed on the automobile
- 11 22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV
- 12 (Department of Motor Vehicles).
- 13 23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.
- 14 24. **Exhibit X:** national/non-citizen national passport card #[C35510079](#).
- 15 25. **Exhibit Y:** national/non-citizen national passport book #[A39235161](#).
- 16 26. **Exhibit Z:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 17 27. **Exhibit AA:** A copy of American Bar Association's 'Attorney In Fact' Definition.
- 18 28. **Exhibit BB:** A Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 19 29. **Exhibit CC:** Twenty-six 3811 forms showing Defendants' acceptance of service
- 20 of all documents via USPS and electronic service, including SUMMONS and
- 21 COMPLAINT.

22 //

23 //

24 //

25 //

26 //

27 //

28 //

Date: August 14, 2025

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On or about **August 17, 2025**, I served the within documents:

1. VERIFIED NOTICE OF JUDICIAL DEFAULT AND DISHONOR ON PENDING MOTION, DENIAL OF DUE PROCESS, ULTRA VIRES OBSTRUCTION, AND DEMAND FOR EQUITABLE RELIEF NUNC PRO TUNC AND DEMAND FOR IMMEDIATE RULING

By Electronic Service. Based on a contract, and/or court order, and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN, FERGUSON PRAET &
SHERMAN A PROFESSIONAL CORPORATION
1631 East 18th Street
Santa Ana, California [92705-7101]
ssherman@law4cops.com
csherman@law4cops.com

Chad: Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas Gruwell,
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
Riverside, California [92501]
ssherman@law4cops.com
csherman@law4cops.com
rsoscscentral@riversidesheriff.org
jsinz@riversidesheriff.org
wpratt@riversidesheriff.org

Miranda Thomson, Michael Hestrin
C/o RIVERSIDE COUNTY DISTRICT ATTORNEY, THE PEOPLE OF
THE STATE OF CALIFORNIA, RIVERSIDE COUNTY, **SOUTHWEST**
JUSTICE CENTER

Date: August 14, 2025

3960 Orange Street
Riverside, California [92501]
DAOoffice@rivco.org

Rob Bonta
C/o PEOPLE OF THE STATE OF CALIFORNIA
3960 Orange Street
Riverside, California [92501]
piu@doj.ca.gov
Police-Practices@doj.ca.gov

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 17, 2025** in Riverside County, California.

/s/Chris Yarbraz/
Chris Yarbraz